

*Law Offices
of*

Shapiro & Burson, LLP

Certified Article Number

7160 3901 9848 9814 3715

SENDERS RECORD

August 6, 2010

BRENDA MOORE
462 WAVERLY PLACE
Newport News, VA 23608

RE: Property Address: 462 WAVERLY PLACE, Newport News, VA 23608
Holder: BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS
SERVICING, L.P. Loan #: 147968413
S&B File #: 10-193869D

Dear Mortgagor(s):

Because the above-referenced loan is in default, it has been referred to our office by the referenced mortgage lender. Please read all of the pages of this correspondence to make sure you understand your rights and alternatives.

Unless the box located immediately below is checked, the following paragraph applies:

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On behalf of the referenced deed of trust beneficiary, you are hereby notified that the promissory note or other evidence of indebtedness secured by the deed of trust on the subject property is unavailable at this time. A request for sale of the subject property will be made of the trustee or substitute trustees appointed or to be appointed under the deed of trust upon the expiration of fourteen (14) days from the date of mailing this notice. If the beneficiary has already made such a request, such request will be confirmed by the trustees or substitute trustees upon expiration of the fourteen (14) day period. If you believe that you may be subject to a claim by a person other than the beneficiary to enforce this note, you may petition the circuit court of the city or county where the property or some part thereof lies for an order requiring the beneficiary to provide adequate protection against any such claim. The name(s) of the substitute trustees, who will be appointed or who have been appointed, is/are John S. Burson, Christine S. Patterson, E. Edward

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

NO DEBT COLLECTION ATTEMPT WILL BE MADE IN VIOLATION OF THE AUTOMATIC STAY OF 11 U.S.C. SECTION 362(a), OR OF ANY BANKRUPTCY DISCHARGE OR BANKRUPTCY COURT ORDER

236 Clearfield Avenue, Suite 215, Virginia Beach, Virginia 23462

E-mail REQUESTS.VAB@LOGS.COM

(757) 687-8777 Facsimile (757) 687-8810 »

EXHIBIT

Farnsworth, Susan Brunhuber and/or Professional Foreclosure Corporation of Virginia all of whom have the address of 236 Clearfield Avenue, Suite 215, Virginia Beach, VA 23462.

Regardless of whether the above box is checked, the following applies:

You may have the right to stop any foreclosure sale which may be scheduled by bringing the referenced loan current. You must pay all of the past-due mortgage payments and late charges and you must pay all fees and costs associated with foreclosure. If you want to bring the referenced loan current and prevent the loss of your property, please contact our Reinstatement Department at (757) 687-8777 or send an Internet E-mail request to requests.vab@logs.com to request exact figures. These figures must be computed and confirmed with the mortgage lender, so allow time for us to confirm them and call you back.

You have the right to pay off the entire loan principal balance and interest and all charges due, including all fees and costs to stop the foreclosure. To obtain pay-off figures, we must have a request sent to this office including the settlement date. Your pay-off request may be sent via facsimile to this office at (757) 687-8810 or via e-mail at Requests.vab@Logs.com (attention Reinstatement Department).

Any and all payments must be made by certified or cashier's check payable to SHAPIRO & BURSON, LLP. Personal checks, money orders and third party checks will NOT be accepted. The figure you are given will be good only until the date given to you. Payment must be received in our office on or before that date by 4:00 p.m. or payment will not be correct and will not be accepted.

IMPORTANT:

We want you to know that you may be eligible for certain opportunities that will enable you to bring your loan current. If you wish to keep your property, our client would like to discuss your situation with you and determine what alternatives may be available to avoid foreclosure. (These alternatives may not apply if you have been a debtor in a bankruptcy proceeding; please consult your bankruptcy attorney if that is the case.) These alternatives are voluntary and include:

Repayment Plan: The amount past due on your loan would be spread out over a certain period of time. Please contact us immediately at the above email address, fax or telephone number, or mailing address below if you are interested in this alternative.

Modification: A loan modification is a written agreement between you and the lender that permanently changes the terms of the loan.

Deed in lieu of foreclosure: You would transfer ownership of your home to the lender. You would be given a short period of time to move from your home. You would receive a release or substantial reduction of your debt. You must not have any other mortgages or liens on your property with regard to this alternative.

NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS PRACTICES ACT, 15 U.S.C. SECTION 1692, et seq.

The law firm of Shapiro & Burson, LLP and Professional Foreclosure Corporation of Virginia, a Virginia Corporation, have been retained to initiate foreclosure proceedings to foreclose the mortgage on your property. The following information is provided to you as required by the Federal Fair Debt Collections Practices Act:

1. As of August 6, 2010, our client has advised us that the amount of the debt is \$338,855.06.
2. The creditor to whom the debt is owed is BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.
3. The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. The law also entitles you to request that we provide you the name of the original creditor if the original creditor is different from the current creditor, our client BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P. If you choose to dispute the debt, or any portion thereof, or if you choose to request the name of the original creditor, you must notify us within thirty (30) days of the date you receive this letter. Unless you dispute the validity of the debt within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by this firm.
4. If you notify us within thirty (30) days of the date you receive this letter that you are disputing the debt or any portion thereof, or if you notify us within thirty (30) days of the date you receive this letter that you want to know the name of the original creditor if that creditor is different from our client, BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P., then we will obtain and mail to you verification of the debt and/or the name and address of the original creditor.
5. The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you receive this letter before we initiate foreclosure proceedings to foreclose on your mortgage. In the event we do initiate foreclosure proceedings to foreclose on your mortgage, within thirty (30) days from the date you receive this letter, you still retain the right to dispute the debt, or any portion thereof and you also retain the right to request the name of the original creditor if the original creditor is different from the current creditor, our client BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, call (757) 687-8777 .

Any requests should be addressed to:

Fair Debt Attorney
Shapiro & Burson, LLP
(757) 687-8777
E-mail: Requests.vab@Loggs.com

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THIS OFFICE IS DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NO DEBT COLLECTION ATTEMPT WILL BE MADE IN VIOLATION OF THE AUTOMATIC STAY OF 11 U.S.C. SECTION 362(a), OR OF ANY BANKRUPTCY DISCHARGE OR BANKRUPTCY COURT ORDER.

*Law Offices
of
Shapiro & Burson, LLP*

Certified Article Number

7160 3901 9848 9814 3753

SENDERS RECORD

August 6, 2010

ERIC S. MOORE, SR.
462 WAVERLY PLACE
Newport News, VA 23608

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